

NOTE – This form is to be used, where applicable, to complete a mandatory promise to purchase form for a residential immovable.

1. REFERENCE TO PRINCIPAL FORM

R1.1 The conditions set out in this Annex form an integral part of promise to purchase PP []-[]-[]-[]-[]-[] concerning the IMMOVABLE located at the following address: _____.

2. OPTIONAL CONDITIONS

IN THIS SECTION, ONLY THE CONDITIONS IDENTIFIED BY A CHECK MARK FORM AN INTEGRAL PART OF THIS ANNEX.

R2.1 – SALE OF THE BUYER'S IMMOVABLE

This promise to purchase is conditional upon the sale of the BUYER's immovable located at the following address: _____.

The BUYER agrees to notify the SELLER in writing, before _____ at _____ : _____ : _____
DATE

a) that this condition has been fulfilled;

OR

b) that he waives the benefit of this condition.

The BUYER shall be able to waive the benefit of this condition only if he can demonstrate at the same time that he has the necessary funds to cover the purchase price.

In the event that the promise to purchase is also conditional upon obtaining a hypothecary loan, the remittance, within the period indicated in this condition, of evidence of the hypothecary lender's undertaking to grant a loan meeting the requirements of the financing condition while being conditional upon the sale of the immovable described above shall satisfy the latter condition.

However, if condition R2.1 is fulfilled, the BUYER shall provide proof of the hypothecary lender's unconditional undertaking.

The receipt of such notification within the period indicated in condition R2.1, along with, where applicable, the undertaking by a hypothecary lender or proof of fund availability, shall fully satisfy this condition.

Should the BUYER fail to avail himself of the provisions of sub-section (a) or (b) within the specified time period, the promise to purchase shall become null and void.

R2.2 – PRIVILEGE OF CONTINUING TO OFFER THE IMMOVABLE FOR SALE, WITH A FIRST REFUSAL CLAUSE

The SELLER may continue to offer the IMMOVABLE for sale regardless of the acceptance of this promise to purchase. Should a new promise to purchase be accepted, as soon as all the conditions of this new promise – excluding signing the deed of sale in the presence of the notary and obtaining cancellation of the promise to purchase – have been fulfilled, he shall notify the BUYER by any means providing evidence of the time of receipt, or by telegram at _____.

ADDRESS, TELEPHONE NUMBER

The BUYER may, within 72 hours following receipt of such notification, or following time of sending if sent by telegram (the time recorded by the telecommunications company serving as proof), give the SELLER or the SELLER's agency or broker written notification of his decision to either:

a) waive the benefit of condition R2.1, as well as any other condition of the promise to purchase that has not yet been fulfilled, excluding the signing of the deed of sale in the presence of a notary;

OR

b) render the promise to purchase null and void.

The BUYER may waive the benefit of condition R2.1 only if he can demonstrate at the same time that he has the necessary funds to cover the purchase price.

Should the BUYER fail to avail himself of the provisions of sub-section (a) or (b) within the specified time period, the promise to purchase shall become null and void.

R2.3 – ACCEPTANCE CONDITIONAL UPON CANCELLATION OF ANOTHER ACCEPTED PROMISE TO PURCHASE

The SELLER undertakes, in good faith and at his own expense, to take reasonable steps to obtain cancellation of any other previously accepted promise to purchase on the IMMOVABLE, as soon as all the conditions of the promise to purchase have been fulfilled, excluding this condition and the signing of the deed of sale in the presence of a notary. The SELLER shall notify the BUYER in writing of such cancellation within _____ days following acceptance hereof, failing which the promise to purchase shall become null and void.

R2.4 – PROMISE TO PURCHASE CONDITIONAL UPON CANCELLATION OF ANY OTHER PROMISE TO PURCHASE

This promise to purchase is conditional upon the cancellation of any other promise to purchase, by _____ DATE
at _____ : _____. In this event, the SELLER shall notify the BUYER in writing within this time period.

All time periods contained in the promise to purchase shall begin from the time of receipt of the SELLER's written notification. If the SELLER fails to notify the BUYER within the time period and in the manner specified above, the promise to purchase shall become null and void.

R2.5 – REMUNERATION TO THE AGENCY OR THE BROKER BOUND BY A BROKERAGE CONTRACT TO PURCHASE – INSTRUCTIONS TO THE NOTARY

The BUYER and the SELLER irrevocably instruct the acting notary to pay directly to the agency or broker identified in clause 2.1 of the promise to purchase

_____ per cent (_____ %) of the sale price or a sum of _____ dollars (\$ _____), plus taxes, from the available sums payable to the SELLER after payment of any prior or hypothecary claims and any disbursements and fees incurred by the notary to cancel these debts.

The sums payable to the SELLER shall then be paid to him, minus any sums provided in this clause and the adjustments.

More specifically, the sums payable to the SELLER shall be calculated as follows:

The purchase price offered in clause 4.1 of the promise to purchase:	\$ _____
Remuneration of the buyer's agency or broker (\$ _____) minus any sum received under a remuneration sharing agreement with the seller's agency or broker (\$ _____) (including taxes):	MINUS \$ _____
Sums payable to the seller once the remuneration due to the buyer's agency or broker is deducted:	= \$ _____
	MINUS Remuneration of the seller's agency or broker under the brokerage contract – sale

The parties recognize that the price mentioned in clause 4.1 of the promise to purchase includes remuneration (including taxes) payable by the BUYER to his agency or broker under the brokerage contract to purchase granted by the BUYER. As a result of the sale, the SELLER agrees to pay, for the benefit of the BUYER, from the proceeds of the sale, the remuneration due to the BUYER's agency or broker.

3. ADDITIONAL TERMS AND CONDITIONS

R3.1 _____

4. INITIALS (ALL COPIES MUST BE INITIALED)

BUYER 1	BUYER 2	WITNESS	SELLER 1	SELLER 2	WITNESS
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